

## COLL. CIL COMMUNICATION

TO : THE CITY COUNCIL  
FROM: THE CITY MANAGER'S OFFICE

COUNCIL MEETING DATE  
APRIL 5, 1989

**SUBJECT: AWARD BID FOR CONCESSION OPERATIONS AT LODI LAKE PARK, ARMORY PARK, AND THE SOFTBALL COMPLEX**

PREPARED BY: Parks and Recreation Director

**RECOMMENDED ACTION:** That the City Council accept the bid of Jacobs Concessions of Stockton for the Softball Complex, Armory, and Lodi Lake Parks Concession operations and authorize the City Manager and City Clerk to execute the appropriate agreement.

BACKGROUND INFORMATION: As per the recent request for bidders for the concessions at the above City operations, the City of Lodi received two qualified bids:

- |                                    |     |
|------------------------------------|-----|
| 1. Jacob's Concessions of Srockton | 29% |
| 2. Johnson Enterprises of Acampo   | 26% |

After checking references of both parties, I find that Mr. Jacob's concessions come very highly recommended by individuals in like Parks and Recreation operational environments.

I would therefore recommend that we generate the appropriate contract/agreement and award the concessions operations to the firm of Jacobs Concessions of Stockton for the term of April 15, 1989 to December 31, 1991 (3 years) and include an option for an extended two (2) years should the Concessionaire perform the operation to the satisfaction of the City Manager and Parks and Recreation Director.

Charles W. Williams

Ronald W. Williamson  
Director  
Parks and Recreation Dept.

RWW: jd

AGREEMENT

CITY OF LODI

DEPARTMENT OF PARKS AND RECREATION DEPARTMENT

Concession Operations a t

Lodi Lake Park, Armory Park, and Softball Complex

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
1989, by and between the CITY OF LODI ("City"), and \_\_\_\_\_  
\_\_\_\_\_ ("Concessionaire").

W I T N E S S E T H:

Concessionaire agrees to operate concession stands at the  
below-described Parks under the following terms and conditions:

Areas to be Serviced:

Locations: Lodi Lake Park, 1301 West Turner Road, Lodi  
Armory Park, 333 North Washington Street, Lodi  
Softball Complex, 401 North Stockton Street, Lodi

City does hereby grant to Concessionaire the sole and exclusive right/license to vend food, drinks, picnic supplies, souvenirs, etc. at the concession stands of the above-described Parks, beginning April 15, 1989 and ending December 31, 1991.

The City will provide:

1. Enclosed concession stands with some limited city-owned equipment, which Concessionaire will be expected to service and maintain at Concessionaire's sole cost and expense.
2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside the concession buildings shall be provided by the City. The Concessionaire will be responsible for **removing** at Concessionaire's own cost, large boxes and/or storage containers which may accumulate from equipment or food storage packaging.
3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the **Concessionaire.**  
**likewise, city will assist with repairs of vandal-caused damage to buildings only.**

Concession Operation Conditions:

1. The length of the contract shall be from April 15, 1989 and ending midnight December 31, 1991.

2. Concessionaire agrees to maintain in full force during the term hereof, a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of Concessionaire or Concessionaire's agents or employees in the implementation of this Agreement. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on Concessionaire's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an

endorsement, the name of the Concessions that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of this Agreement, this Agreement shall be null and void. All requirements herein provided shall appear either in the body of the insurance policy or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Agreement shall apply and be construed as applyin to any subtenant of Concessionaire, in the event any such subtenant is allowed under the provisions of paragraph 13 of this agreement.

Notwithstanding other provisors contained in this Agreement, the City Manager is granted the right to immediately terminate the Agreement upon failure on the part of the Concessionaire to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

3. Concessionaire shall annually furnish a products and price schedule ~~list which list shall be approved by the City Manager or PIS representative/~~ ~~concessionaire~~ and shall ~~generally~~ follow the product and price schedule as ~~shall be~~ negotiated between the City Manager or his representative and Concessionaire. Prices for concession items under this agreement shall be reviewed ~~by concessionaire and Parks and Recreation Director~~ on an annual basis ~~during the month of~~ prior to February 1 of each ~~for the~~ operating year to follow. City shall have final approval of all goods offered and prices ~~to be~~ charged ~~therefor~~.

4. Concessionaire will **provide** a l equipment and products to operate said concessions .
5. Concessionaire will pay \_\_\_\_\_ percentage of gross receipts after taxes to the City of Lodi on the tenth (10th) day of each month while in operation. **I**f said percentage is not paid by the tenth (10th) day of each month, there shall be a penalty of five (5) percent per day **for** any amounts not paid, and owing to the City. The Concessionaire shall keep accurate records and books of accounts of all purchases **and** sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any time City desires. **The** Concessionaire will complete monthly records on forms provided by the **C**ity, which must accompany **monthly** gross receipts payments.
6. The dates and times of operation shall be as **follows**:

1. Lodi Lake Park.

Concessionaire shall remain open between May 1 and September 30 of each year or at such times as the City Manager or his representative directs. Hours of operation will be set by the Parks and Recreation Director in coordination and cooperation with the mutual agreement of the Director and the Concessionaire, which will best suit and service the public and its concession needs.

2. Armory Park and Softball Complex.

Concessionaire shall operate from February 15 to November 1 of each year, at times commencing one-half hour before scheduled games or events, and fifteen minutes after the completion of such game or event.

7. Concessionaire agrees to obtain at his/her own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes which may be assessed against him for whatever purposes in the operation of said concessions.
8. Concessionaire shall keep the concession stands and the immediate surrounding areas in clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business to be conducted. Concessionaire shall be responsible to give to the City, written notice of any maintenance problems.
9. The rights granted hereunder for concession sales at the identified parks, shall be exclusive to Concessionaire, save and except any special events or national or regional tournaments conducted outside the normal course of operation of the above-described facilities, and of which the City Manager shall give concessionaire thirty (30) days advance notice.

10. Concessionaire is aware that a Possessory **Interesi** Tax is charged each year by the County Assessor for the use of the facilities and that this tax is the responsibility of the vendor.
11. The Parks and Recreation Director reserves the right to approve or disapprove any employee or operator of said concession stands on a basis of such considerations as dress, general cleanliness, working relationship with public, and staff needed to successfully vend food for day to day operations, tournaments or special **events/activities**.
12. **City** reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon, or **for** any other purpose.
13. **Concessionaire** shall not have the right to sell, mortgage, **assign or** sublet the **contract/agreement** or any part **thersof** without the prior written consent of the City Manager **of the City of Kodi**, and a breach of this condition shall automatically **terminate** any contract or agreement between City and Concessionaire.
14. The Concessionaire shall be responsible for the security **of the** concession stands and any storage buildings assigned to **his/her** exclusive use as far as locks on doors and windows or **installation** of an alarm system **if it** is deemed necessary, and Concessionaire shall be responsible for any acts of vandalism to Concessionaire's equipment and/or inventory.~~that may occur/~~



15. The Concessionaire shall provide the City with a performance bond in the amount of five thousand dollars (\$5,000).
16. At the conclusion of or termination of any stated agreement/contract, Concessionaire will be expected to surrender said concession premises in as good an order as that in which they would receive same, excepting ordinary wear and tear. Damage to or mistreatment of the buildings or City equipment will be the responsibility of the Concessionaire to repair, replace, or reimburse for repair or replacement.
17. The agreement/contract may be terminated by written agreement of either party hereto without cause upon sixty (60) days' written notice to the other party. Such notice shall be delivered to the City Manager's Office, City Hall, 221 West Pine Street, Lodi, or to the Concessionaire at a premises which is subject to this agreement.
18. If Concessionaire defaults in any of the terms contained herein, the Concessionaire's agreement to provide service as specified herein shall terminate upon failure of Concessionaire to correct the default within thirty (30) days of receiving written notice thereof from the City. Upon any termination hereof, Concessionaire agrees to quit and surrender possession peaceably and City shall have the right to remove Concessionaire and all others occupying through or under this agreement.

19. In the event that either party brings an action under this Agreement for the breach or enforcement thereof, the prevailing party in **such** action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

**IN WITNESS** WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

**CITY OF LODI**, a municipal corporation

\_\_\_\_\_  
**THOMAS A. PETERSON**  
City Manager

ATTEST;

\_\_\_\_\_  
**Concessionaire**

\_\_\_\_\_  
**ALICE M. REMCHE**  
City Clerk

**Approved As To Form:**

\_\_\_\_\_  
**BOB McNATT**  
City Attorney

AGRCONCE. SS/TXTA.01V

CITY OF LODI  
DEPARTMENT OF PARKS AND RECREATION  
REQUEST FOR PROPOSALS FOR CITY OF LODI  
PARKS AND SOFTBALL COMPLEX CONCESSION OPERATIONS

Areas To Be Serviced

- Locations:
1. Lodi Lake Park, 1301 W. Turner Road
  2. Armory Park, 333 N. Washington Street
  3. Lodi Softball Complex, 401 N. Stockton Street

Agreement Duration

April 15, 1989 to December 31, 1991

Bid Instructions

Gross percentage of sales paid to the City shall be the primary basis, but not the sole basis upon which a contract shall be awarded.

There will be other considerations upon which this bid will be awarded, such as, but not limited to:

- Variety and prices of stated goods for sale
- Past experience
- Financial ability
- Ability to perform and provide a successful operation
- Quality of food services
- Bond, and
- References

The successful bidder will have the sole and exclusive right/license (except for certain special events) to vend food, drinks, picnic supplies, souvenirs, etc., at or in concession stands at Lodi Lake Park, **Armory Park** and the Softball Complex, for a period of three years, beginning April 15, 1989 and ending December 31, 1991. At the City's discretion, based upon the decision of the City Manager and staff, a two year extension of this contract is possible, based on performance by Concessionaire during the initial period of this agreement.

The City of Lodi retains the right to reject any and all bids.

#### GENERAL SPECIFICATIONS

The City of Lodi will provide:

1. Enclosed concession stands or facilities with some limited equipment which concessionaire will be expected to service and maintain at concessionaire's sole cost and expense. **Bidders** should inspect facilities before submitting proposals, and will **be** presumed to have done so.
2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside the concession buildings shall be provided by the City. The concessionaire will be responsible for removing at

concessionaire's own cost, large boxes and/or storage containers which may accumulate from equipment or food storage packaging.

3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the concessionaire. Likewise, City will assist with repairs of vandal-caused damage to buildings only. Concessionaire shall keep the concession stands and the immediate surrounding areas in clean and presentable condition at all times and follow the strictest of sanitary conditions and any State and local ordinances applicable to the business to be conducted. Concessionaire shall be responsible to give to the City, written notice of any maintenance problems.

#### Concession Operations:

1. The length of the agreement shall be for a period beginning April 15, 1989 and ending midnight December 31, 1991.
2. The concessionaire will provide the City of Lodi with an insurance certificate covering public liability, product liability and property damage in the amount of \$1,000,000 for each liability and occurrence. Insurer agrees to indemnify and hold the City of Lodi free and harmless against all costs, expenses and liability arising out of or based upon any and all property damage or damages for personal injuries, including death, sustained in accidents occurring in or about the defined

premises where such accidental damages or injury, including death, results or is claimed to have resulted from any act or omission on the part of the concessionaire or concessionaire's agents or employees. Said insurance certificate must state that the City of Lodi is an additional insured. a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of concessionaire or concessionaire's agents or employees in the implementation of the agreement. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on concessionaire's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of the agreement. The insurance certificate must state on its face or as an endorsement, the name of the concessions that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of the agreement, the agreement shall be null and void. All requirements herein provided shall appear either in the body of the insurance policy or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of the agreement shall apply and be construed as applying to any subtenant of concessionaire, in the event any such subtenant is allowed under the provisions of paragraph 13 of the agreement.

Notwithstanding other provisions contained in the agreement, the City Manager is granted the right to immediately terminate the agreement upon failure on the part of the concessionaire to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

3. Concessionaire will ~~generally~~ follow ~~the~~ a product and price schedule ~~attached hereto~~ to be negotiated annually.

Products and prices will be reviewed each year prior to the start of the concession year, on or before February 1, and must meet the approval of the City.

4. Concessionaire will provide all equipment and products to operate said concessions .
5. The City of Lodi will accept no less than a twenty percent (20%) bid proposal or higher.
6. Concessionaire will pay the agreed-upon \_\_\_\_\_ percentage of gross receipts after taxes to the City of Lodi on the tenth (10th) day of each month while in operation. If said percentage is not paid by the tenth (10th) day of each month, there shall be a penalty of five percent (5%) per day for any amounts not paid, and owing to the City. The concessionaire shall keep accurate records and books of accounts of all purchases and sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any time City desires. The concessionaire will complete monthly records on forms provided by the City, which must accompany monthly gross receipts payments.
7. Concessionaire will be expected to operate any time that the parks/softball complex referred to herein are open between February 15 and September 30 of each year, or at such times that the City Manager or his representative directs, save and except those special events specified by the City Manager. The hours of operation will be set by



the Parks and Recreation Director in coordination and cooperation with the mutual agreement of the Director and the concessionaire, which will best suit and service the public and its concession needs.

8. Concessionaire agrees to obtain at his/her own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concession, and to pay any and all taxes which may be assessed against him/her for whatever purposes in the operation of said concessions.
9. The successful bidder will have the exclusive rights to all concession sales at Lodi Lake Park, Armory Park, and the Softball Complex with the exception of:
  - 4th of July observance at Lodi Lake Park
  - Special national or regional events as designated by the City Manager
10. Bidder should be aware that a Possessory Interest Tax is charged each year by the County Assessor for the use of the facilities and that this tax is the responsibility of the vendor.
11. The Parks and Recreation Director reserves the right to approve or disapprove of any employee or operator of said concession stands, on a basis of such considerations as dress, general cleanliness, working relationship with public, and staff needed to successfully vend food for day to day operations, tournaments or special events/activities.

12. City reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon, or for any other purpose.
13. Concessionaire shall not have the right to sell, mortgage, assign or sublet the agreement or any part thereof without the prior written consent of the City Manager, and a breach of this condition shall automatically terminate any contract or agreement between the City and the concessionaire.
14. The concessionaire shall be responsible for the security of the concession stands and any storage buildings assigned to his/her exclusive use as far as locks on doors and windows or installation of an alarm system if it is deemed necessary, and shall be responsible for any acts of vandalism to concessionaire's equipment and/or inventory that may occur.
15. The concessionaire shall provide the City with a performance bond in the amount of five thousand dollars (\$5,000).
16. At the conclusion of or termination of any stated agreement/ contract, the concessionaire will be expected to surrender said concession premises in as good an order as that in which they would receive same, excepting ordinary wear and tear. Damage to or mistreatment of the buildings or City equipment will be the responsibility of the concessionaire to repair, replace, or reimburse for repair or replacement.

17. The agreement may be terminated by written agreement of either party thereto without cause, upon sixty (60) days' written notice to the other party. Such notice shall be delivered to the City Manager, City Hall, 221 West Pine Street, Lodi, or to the concessionaire at a premises which is subject to this agreement.
18. If concessionaire defaults in any of the terms contained in the agreement, the concessionaire's agreement to provide service as specified herein shall terminate upon failure of concessionaire to correct the default within thirty (30) days of receiving written notice thereof from the City. Upon any termination hereof, concessionaire agrees to quit and surrender possession peaceably, and City shall have the right to remove concessionaire and all others occupying through and under the agreement.
19. City reserves the right to modify the terms of this Request For Proposals at any time prior to award of the contract, upon notice to bidders, and the terms herein shall be deemed part of any agreement entered into hereunder.
20. At various times, the City may offer to concessionaire, additional concession opportunities for activities not covered by this agreement. Such offer shall be in the interests of both City and concessionaire, and shall not be mandatory or required of concessionaire.

21. Questions should be directed to the Parks and Recreation Director,  
Ron Williamson, 125 North Stockton Street, Lodi, California phone  
333-6742.

RFPCONCE/TXTA.01V

RESOLUTION NO. 89-38

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE BID FOR CONCESSION OPERATIONS AT  
LODI LAKE PARK, ARMORY PARK, AND THE SOFTBALL COMPLEX

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 27, 1989 at 11:00 a.m. for the bid for concession operations at Lodi Lake Park, Armory Park, and the Softball Complex, described in the specifications therefor approved by the City Council on March 1, 1989; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Percentage to City of Lodi
Jacob's Concessions of Stockton	29%
Johnson Enterprises of Acampo	26%

WHEREAS, the City Manager recommends that award of the bid for concession operations, be made to the high percentage bidder, Jacob's Concessions of Stockton;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lodi that award of bid for concession operations at Lodi Lake Park, Armory Park, and the Softball Complex be and the same is hereby awarded to Jacob's Concessions of Stockton, the high percentage bidder, for the term April 15, 1989 to December 31, 1991, with an option for an extended two years should the Concessionaire perform the operation to the satisfaction of the City Manager and Parks and Recreation Director.

Dated: April 5, 1989

I hereby certify that Resolution No. 89-38 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 5, 1989, 1989 by the following vote:

Ayes : Council Members - Hinchman, Olson, Reid, Snider and Pinkerton (Mayor)  
Noes : Council Members - None  
Absent : Council Members - None

*Alvin M. Reinhardt*  
City Clerk